

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

RHONDA BURNETT, JEROD BREIT,
HOLLEE ELLIS, FRANCES HARVEY, and
JEREMY KEEL, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF
REALTORS, REALOGY HOLDINGS CORP.,
HOMESERVICES OF AMERICA, INC., BHH
AFFILIATES, LLC, HSF AFFILIATES, LLC,
RE/MAX LLC, and KELLER WILLIAMS
REALTY, INC.,

Defendants.

Case No. 19-CV-00332-SRB

**PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

On November 20, 2023, this Court granted Plaintiffs' Motion for Preliminary Approval with respect to the Anywhere and RE/MAX settlements. Doc. 1321. On, January 11, 2024, this Court granted Plaintiffs' Motion to approve form of notices to the class. Doc. 1366. Notice is scheduled to commence on February 1, 2024.

Today, after months of protracted negotiations, including a post-trial mediation with a well-respected mediator and continued negotiations and sharing of financial information, Plaintiffs and Keller Williams reached a settlement. The settlement is substantially similar to those reached with Anywhere and RE/MAX. The amount of the settlement, some provisions about the timing of the payment, and the settlement class period vary minimally. But other than these minor differences, the non-monetary terms of the settlement are identical in all material respects to the terms of the Anywhere and RE/MAX agreements. As with Anywhere and RE/MAX, the settlement was

reached after a lengthy investigation and exchange of documentation relating to Keller Williams's ability to pay. The Settlement Agreement is attached as Ex. 1.

The Settlement provides for a \$70 million common fund as well as the same injunctive relief provided under the RE/MAX settlement, *i.e.*: to make it clear to franchisees that offers of compensation are not required; increased transparency to consumers including recommending that franchisees inform consumers that commissions are negotiable; to advise franchisees that agents must show properties regardless of the existence or amount of offered cooperative compensation; to not express or imply that there is a minimum commission requirement; to develop training materials consistent with these terms; and to not require NAR membership of agents.

Because the Settlement constitutes substantially similar relief as the Settlements the Court has already preliminarily approved, the Court should grant preliminary approval as to the Keller Williams Settlement. Plaintiffs' previous motions for preliminary approval (Doc. 1192) and to approve the form of the notice (Doc. 1365) are incorporated herein.

Further, to avoid duplicate mailing costs, Plaintiffs request that the previously-approved notices be revised to include the Keller Williams settlement in the notice to the class. The Court-approved form of notices will not change other than to: (1) include Keller Williams as a new settling party; (2) add the Keller Williams settlement agreement to the settlement website; (3) inform the class of the minimally varying dates of eligibility to participate in the settlement; and (4) inform class members to visit the settlement website to learn about any additional settling parties. The postcard notice is attached as Exhibit 2. The email notice is attached as Exhibit 3. The long form notice is attached as Exhibit 4. Due to the proposed change, the printing and mailing of postcard notices may take a few additional days, but the remainder of notice can be

disseminated pursuant to the Court's previous orders under the original schedule. Importantly, approving this motion will not impact the final approval hearing date or any other deadlines.

Keller Williams does not oppose this motion. Anywhere and RE/MAX do not oppose this motion so long as the current May 9, 2024 final approval date is not changed.

Given the extraordinary cost savings realized by including Keller Williams in this round of notice to the Settlement Class, Plaintiffs request the Court grant this motion without delay and order that the Keller Williams settlement be noticed along with the Anywhere and RE/MAX Settlements, and notice to be sent according to the original notice plan with only the changes discussed herein.

Dated: February 1, 2024

Respectfully Submitted,

WILLIAMS DIRKS DAMERON LLC

/s/ Eric L. Dirks

Eric L. Dirks MO #54921
Matthew L. Dameron MO #52093
1100 Main Street, Suite 2600
Kansas City, Missouri 64105
Tel: (816) 945-7110
Fax: (816) 945-7118
dirks@williamsdirks.com
matt@williamsdirks.com

BOULWARE LAW LLC

Brandon J.B. Boulware MO # 54150
Jeremy M. Suhr MO # 60075
Erin D. Lawrence MO # 63021
1600 Genessee, Suite 416
Kansas City, MO 64102
Tel: (816) 492-2826
brandon@boulware-law.com
jeremy@boulware-law.com
erin@boulware-law.com

KETCHMARK AND MCCREIGHT P.C.

Michael Ketchmark MO # 41018

Scott McCreight MO # 44002

11161 Overbrook Rd. Suite 210

Leawood, KS 66211

Tel: (913) 266-4500

mike@ketchmclaw.com

smccreight@ketchmclaw.com

Attorneys for Plaintiffs